

(Welfare Dept. Govt. Ctr.)

8/26/65

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of Four Thousand Seven Hundred and Forty Dollars (\$4,740) paid and other consideration as set forth herein, grants unto the City of Boston, A Municipal Corporation, with QUITCLAIM COVENANTS, the following described land in said Boston:

1. Parcel 3B containing 3160 square feet on a plan dated April, 1964, revised August 24, 1965, by Whitman & Howard, Inc., Engineers, which plan is recorded herewith and to which plan reference may be had for a more particular description.
2. The fee to the centerline of any proposed or existing streets shown on said plan as abutting Parcel 3B.

The grantor holds title to the land above set forth and hereby conveyed under an order of taking dated October 25, 1961, recorded with Suffolk Deeds in Book 7600 Page 3 and a deed to the grantor from the Boston Edison Company, recorded with Suffolk Deeds in Book 7976 Page 30.

The grantee, in consideration for the conveyance of the above mentioned Parcel, hereby agrees to subject its property at 43 Hawkins Street, Boston, Suffolk County, Massachusetts, shown on the aforementioned plan dated April, 1964, by Whitman & Howard, Inc., Engineers, as "City of Boston (Welfare Department) 'Building Area'", to all of the covenants and limitations set forth herein. As used hereafter in this instrument, therefore, the term "The Property" shall mean Parcel 3B together with that property designated on the aforementioned plan as "City of Boston (Welfare Department) 'Building Area'".

The grantee agrees for itself, its successors and assigns that upon the laying out or taking by the City of Boston of streets abutting The Property, no claim for damages by reason of such laying out or taking will be made by it so long as such laying out or taking excludes or is made subject to all structural elements of the improvements existing or to be constructed on The Property.

The grantee covenants for itself, its successors and assigns:

- A. Until May 25, 2004, to devote The Property to and only to the permitted uses and subject to the applicable limitations specified in the Urban Renewal Plan for the Govern-



ment Center Urban Renewal Area adopted by the grantor on June 5, 1963, and approved by the Boston City Council on May 25, 1964, on file at the office of the City Clerk, and as said plan may be from time to time amended in accordance with the provisions therein contained.

- B. Until May 25, 2004, not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan or contrary to any of the applicable limitations or requirements of the Plan.
- C. Until 100 years from the date hereof, not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease or rental, or in the use or occupancy of The Property or any improvements erected or to be erected thereon, or any part thereof.

The covenants set forth above shall run with The Property and shall be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the grantor any any successor public agency designated by or pursuant to law, (and the United States in the case of Covenant C, hereof) both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public and private in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and effect without regard to whether the grantor or any successor or the United States remains or is an owner of or in possession of any land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

This conveyance is made subject also to the additional terms and conditions set forth in a Land Disposition Agreement executed on \_\_\_\_\_, 1965, by and between the grantor and the grantee hereto, on file at the office of the Authority, all of which such terms and conditions survive the delivery of this deed and are binding upon all persons dealing with The Property and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith.

All said additional terms and conditions contained in said Land Disposition Agreement, except only the covenants set forth specifically above in this deed and stated to run with the land, shall, upon completion of the required improvements on The Property and the recording or registration of a Certificate of Completion, cease and be of no further effect; and said Certificate of Completion shall be a conclusive determination that all



obligations of the grantee, its successors and assigns, as to The Property have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_ at Boston, Massachusetts, the Parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By \_\_\_\_\_

CITY OF BOSTON

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Corporation Counsel

Approved as to Form:

\_\_\_\_\_  
General Counsel  
Boston Redevelopment Authority



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Deed on behalf of Boston Redevelopment Authority and acknowledge the same to be his free act and deed and the free act and deed of Boston Redevelopment Authority

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Notary Public  
My commission expires

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COMMONWEALTH OF MASSACHUSETTS

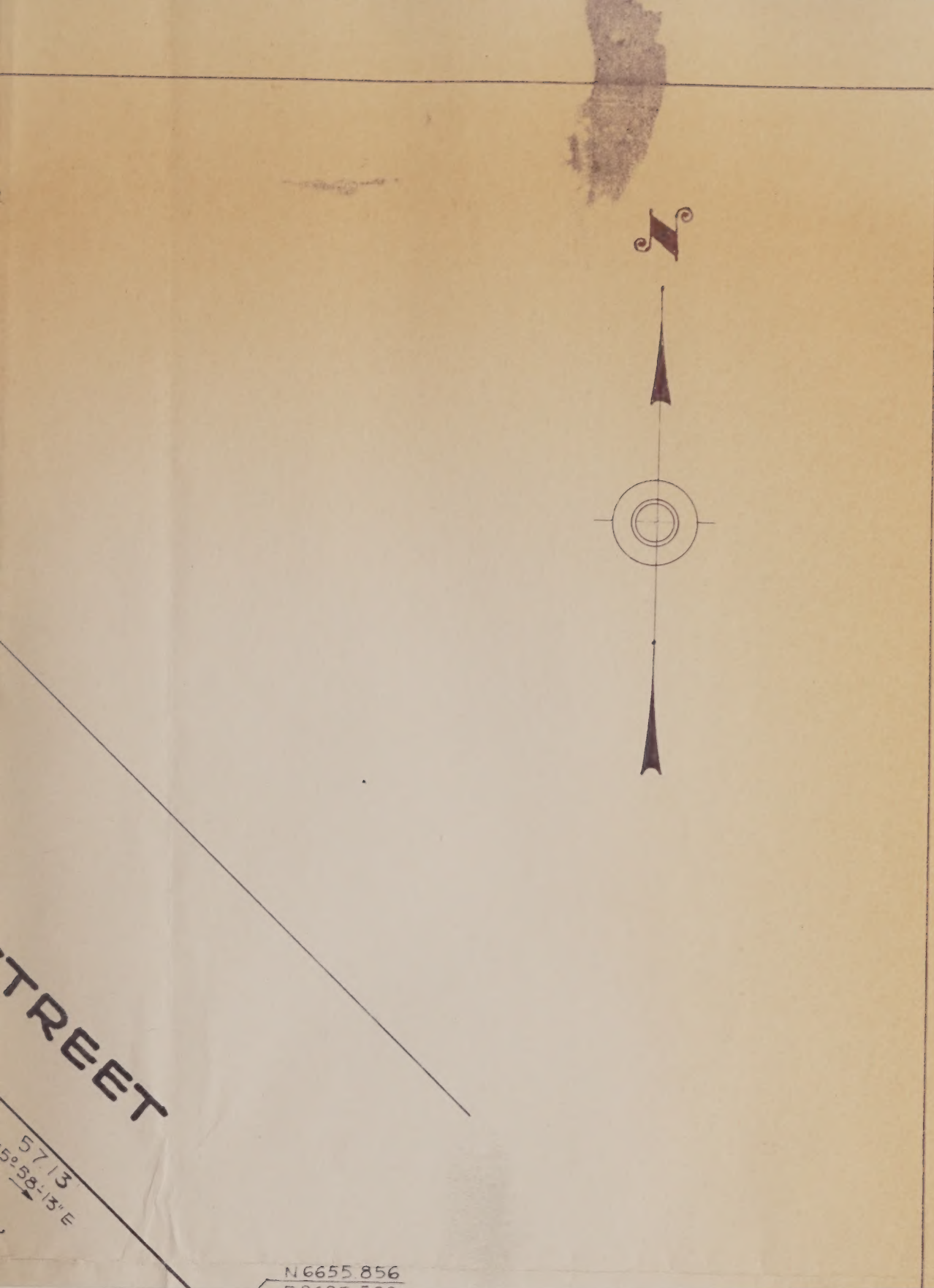
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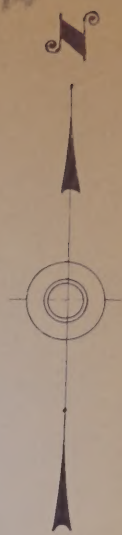
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Notary Public  
My commission expires



Property Line Map  
Parcels 3A and 3B  
Government Center  
(Welfare Dept.)





City (Welfare of Department)  
"BUILDING AREA"

Boston Edison  
Company



TABULATION OF AREAS

PARCEL	AREA	To City of Boston (Welfare Department)
3A	①	5542 SQ. FT.
	②	178 SQ. FT.
3B		3160 SQ. FT.
TOTAL		SQ. FT.

APPROVED BY  
WALLACE B. ORPIN  
CHIEF ENGINEER

GOVERNMENT CENTER PROJECT  
MASS. R35

PROPERTY LINE MAP

PART OF PARCEL 3  
(CONSISTING OF PARCELS 3A & 3B)

BOSTON REDEVELOPMENT AUTHORITY  
BOSTON-SUFFOLK COUNTY-MASSACHUSETTS

DATE  
APRIL 1964

CODE

SEGMENT-

SCALE IN FEET 1 inch = 20 feet  
WHITMAN & HOWARD INC. ENGINEERS 80 BROAD ST. BOSTON, MASS.

MAP P-130F  
REVISED 8-24-65